

Administrative Office of the Courts

Supreme Court of New Mexico

237 Don Gaspar
Santa Fe, New Mexico 87501
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www.nmcourts.gov



STATE OF NEW MEXICO

REQUEST FOR PROPOSALS FOR A

**STATE ORGANIZATION TO OVERSEE THE COURT APPOINTED SPECIAL
ADVOCATE (CASA) PROGRAMS**

ISSUE DATE: May 25, 2016

SUBMISSION DATE: June 24, 2016

DECISION DATE: June 28, 2016

The Procurement Code NMSA Sections 13-1-1 through 13-1-199 imposes civil and misdemeanor penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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HISTORY

The first CASA program in New Mexico was established in Albuquerque in 1985, and in 1995 CASA was established in New Mexico's Children's Court Rules, Rule 10-121 (now Rule 10-164). A "court-appointed special advocate" or "CASA" means a person appointed as a CASA who assists the court in determining the best interests of the child by investigating the case and submitting a report to the court. The structure of local CASA programs back in 1994 varied from district court to district court, with some courts having the program in-house and other courts contracting with a local non-profit to operate the program. The local CASA programs across the district courts looked and operated differently, with no set standards, site visits, self-assessments, or commonality among programs.

The state organization purpose is to develop training, set standards, develop a funding formula, create tools and instruments for conducting site visits and self-assessments, and to make sure that local CASA programs were in compliance with the National CASA standards and requirements as well as compliance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1. The primary goal is to facilitate and support meaningful advocacy for the safety, permanency and well-being of children and youth impacted by the foster care system so that the systems designed to support them are better equipped to do so.

There are 15 local programs in 21 communities across New Mexico to provide individual volunteer advocacy to approximately 1,600 children in foster care.

BACKGROUND INFORMATION

The mission of the Court Appointed Special Advocate (CASA) is to support and promote court-appointed volunteer advocacy so that every abused or neglected child can be safe, establish permanence, and have the opportunity to thrive. Having a set of quality standards to measure a state organization's operations demonstrates that the organization: 1) respects and is committed to quality service to local programs; 2) utilizes established policies and procedures necessary for effective management; 3) manages its financial affairs prudently, is financially sound, and is committed to the principles of public disclosure; and 4) continually evaluates its services and operations.

The Administrative Office of the Courts (AOC) is seeking requests for proposals for an organization to oversee and coordinate with the AOC on local CASA providers statewide to ensure programs are in compliance with National CASA Association Standards for Local CASA programs.

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, their proposal will be declared non-responsive.

The contract will be for an initial one-year period with an option to renew each year after the first year for no more than three additional years at the discretion of the Administrative Office of the Courts (AOC). Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the Contractor as determined by the AOC and upon sufficient funding.

All costs incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Before the award is made, the AOC may conduct discussion with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

When it is in the best interest of the State of New Mexico, this RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC by sending written notice to the Contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to the AOC Procurement Manager. The revision or withdrawal must be signed by the person submitting the proposal.

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The AOC in coordination with the JDC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the AOC extends the deadline.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978 Section 13-1-1 through 13-1-199.

Detailed Scope of Work

The scope of this procurement includes professional services and related administrative tasks. The initial contract shall begin on or about July 1, 2016, and may extend through June 30, 2020. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

As part of the proposal, Offerors must submit a narrative project plan that addresses the following items which provides an overview of the requirements for the state organization to

oversee local CASA programs as well as to collaborate with the district courts and other stakeholders (including Court Improvement, Safe Exchange and Supervised Visitation, and Tribal-State).

Mandatory Program Components are to partner with the AOC to:

- a) Oversee the local CASA programs in accordance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1, and applicable federal and other state statutes, court rules, orders, or regulations.
- b) Hire a director and staff the state organization to commit to quality assurance which encourages, inspires, and helps New Mexico local CASA programs to achieve their greatest potential and deliver high-quality advocacy on behalf of the children we serve while recognizing diversity and the need for flexibility in the quality assurance system. Include organizational chart and personnel policies and practices for paid personnel.
- c) Propose a plan on how an evaluation will be done on local CASA programs and the state organization to identify growth and performance of programs; strengths, weaknesses, and opportunities; training needs; or technical assistance.
- d) Analyze whether local CASA programs have established efficient, ethical, diverse, and effective governance and management policies and practices.
- e) Ensure that both the local CASA programs and the state organization adhere to National and State CASA standards. Include plan on how to meet the National CASA quality assurance process.
- f) Provide a four-year detailed plan with timelines on the development of a training curriculum for annual training of executive directors, CASA staff, and volunteers and describe how the programs will be engaged (i.e. meetings, conferences, workgroups, etc.).
- g) Submit a plan for the development of an in-depth new CASA Director training Curriculum and deliver and assist new CASA programs in the start-up, or redevelop processes in coordination with the AOC;
- h) Coordinate and provide guidance and, when appropriate, recommend activities for improvement to local CASA Programs.
- i) Develop a four-year detailed plan with timelines on how to provide services to local CASA programs including, but not limited to: 1) support and provide technical assistance; 2) support new programs in development; 3) create opportunities for communication, networking, information sharing, and support for local CASA program staff; 4) disseminate current information regarding issues that affect their work, federal or state legislation, policy changes, trends in child welfare, court improvements, and court decisions; 5) increase awareness of local CASA programs work and the needs of children who are abused and neglected by providing information to targeted groups and to the public; 6) provide information and technical support to local CASA programs about resource development; and 7) evaluation of plan annually. Activities will require scheduling logistics, taking and disseminating meeting notes, and managing and responding to emails and correspondence in a timely manner.
- j) Provide advocacy and education to the Court, the Children, Youth, and Family Department, the state Legislature, the community, and other stakeholders on the local CASA programs. Describe how the state organization will provide an understanding and

feedback mechanism of the purpose, function, and role with local CASA programs, stakeholders, and the community.

- k) Actively participate in meetings, conferences, workshops, and training as directed by the AOC.
- l) Draft correspondence or documents at the request of the Chief Justice, Justices of the Supreme Court, or the AOC.
- m) Meet monthly and prepare detailed written status reports for submission to the AOC which may include statements of time spent on the project and descriptions of work performed at the request of the Court and/or the AOC. Written status reports will include at a minimum project progress, problems encountered with recommended solutions, and requested project plan adjustments for local CASA programs and the state organization.
- n) Participate in resource development for the local CASA programs, including exploring and initiating funding alternatives.
- o) Develop a written strategic plan for four years that incorporates long and short term goals necessary for fulfilling the state organization's mission and goals.
- p) Submit a 4-year site visit plan for conducting a comprehensive evaluation of the local CASA programs effectiveness and adherence to National, State, and local standards, policies, and procedures. Identify the stakeholders that will be included in order to get feedback and input on progress of local programs, as well as how the state organization is performing to meet the needs and goals of the CASA programs.
- q) Submit written policies and procedures regarding collection and analysis of data from local CASA programs and the state organization. Include training plan for the system to be used. Include how to establish uniformity and consistency related to the following performance measures:
 - Number of children with CASA volunteers assigned
 - Number of cases with CASA volunteers assigned
 - Percentage of children in custody with a CASA volunteer assigned
 - Number of active program volunteers
 - Average number of children assigned per volunteer
 - Number of volunteer hours provided
 - Demographic data on children served
 - Other measures that will assist in improving and highlighting activities

Also describe how the information will be disseminated and how follow up will occur on concerns/issues. Report back to the AOC during the monthly meetings.

- r) Cooperate with National CASA, all court staff and officers of the Court, and ensure the adequate performance of local CASA programs. Include how the state organization will participate and engage local CASA programs regarding affiliation and reporting to National CASA.
- s) Submit a detailed four-year written budget for services rendered and describe how funds will be disbursed, including staffing plan and how other funds will be used for program purposes (i.e. fundraising efforts, grants, etc.). To properly evaluate each proposal, the RFP Evaluation Committee must have as much information as possible about the Offeror's proposal, including other potential revenue sources for the program. A detailed narrative should be used to justify *all* program costs by the categories of expense
- t) Maintain good-standing membership with the National CASA Association by adhering to National CASA Standards for local programs as well as that of the state organization.

- u) Conduct a comprehensive review of other states with local CASA programs to learn of their objectives, methodology for data gathering techniques, data reporting, costs, staffing, and overall success.
- v) Obtain feedback from judges to learn their views of the strengths and weaknesses of the state organization and local CASA programs, including their suggestions for improving the process.

Financial Requirements

The selected Offeror will be required to maintain all records (including source documentation) relating to services provided as evidence of costs incurred; it is the responsibility of the Contractor to assure that an accounting system is in existence which conforms to generally accepted accounting principles; procedures must be established and supporting documentation maintained to substantiate costs.

Provide the most recent IRS Form 990 and current financial statements regarding the following:

- Programs with annual revenues greater than \$500,000 shall provide an independent financial audit.
- Programs with annual revenues less than \$500,000 shall provide internally prepared financial statements (balance sheet, statement of income, and statement of functional expenses) signed by the board president or treasurer signifying the statements are correct.

Contract Amount

The contract amount for services for one year shall not exceed the legislative appropriation. The appropriated funding for Fiscal Year 2017 is up to one-hundred two thousand dollars (\$102,000) inclusive of gross receipts taxes.

The appropriated funds for each year thereafter will not be known until the March preceding the next Fiscal Year. Selected Offeror shall perform as an independent Contractor for the entire term of the contract and is responsible for all state and federal taxes and any licenses or training costs.

Compensation

Offerors shall comply with all contracting and billing procedures of the AOC and State of New Mexico, including the submission of an accurate monthly summary of performance with each invoice. Offerors shall agree to submit monthly invoices to the AOC between the first and fifteenth day of the month following the month in which services were provided. However, the final invoice on this Agreement for services delivered in FY 2017 must be submitted to the AOC *no later than July 7, 2017*. An invoice received after that date may not be paid. Payments shall be made by the AOC to the successful Offeror(s) within thirty (30) days upon receipt of an accurate and complete invoice.

Experience and References

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other experience for each professional and support person proposed to work under the contract. Also, please describe any relationship(s) already established with the Court. In addition, three letters of reference from parties familiar with Offeror's related experience in the past *two* years shall be submitted with the response to the RFP. Resumes will need to be included.

Other Existing Contracts

Proposals need to identify the existing contracts in place for their organization. This includes who the contracts are with and for what purpose.

Response Deadline June 24, 2016 at 12:00 noon

Proposals must be received by the AOC by the above date and time to be accepted for review. Proposals are to be submitted electronically. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant unopened.

Interaction with the AOC and the Court

The AOC will assign a staff person, the Senior Statewide Program Manager, to work with the Offeror(s) to manage the contracts, its requirements and deliverables, including overseeing the timeliness of the responses of the potential Contractor(s) regarding reports and data submission, and related activities detailed in the contract. The understanding of the role of the state organization and the role of the AOC will be crucial to the success of the organization. Such management and oversight by the AOC, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the Court and the AOC. Please describe the Offeror's plan for interaction with the AOC and the Court.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with the AOC. The AOC will make contract payments to only the prime Contractor.

4. Subcontractors

Use of Subcontractors must be clearly explained in the proposal, and major Subcontractors must be identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not Subcontractors are used.

5. Questions about the RFP:

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by June 1, 2016 and should be sent via email to the AOC. All questions and responses must be made public to all Offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments shall be posted through www.nmcourts.gov by June 8, 2016.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The personnel of the AOC will not merge, collate, or assemble proposal materials.

7. Amendments to the RFP

If amendments to the RFP are issued, they will be posted on the NM Courts Website (www.nmcourts.gov). If amendment content to RFP is needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

8. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the AOC. The approval of denial or withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

9. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The AOC will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted the word "proprietary" or "confidential," subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the AOC shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

11. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

13. Agreement

The AOC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the AOC.

14. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied by the AOC in writing through the AOC or in this RFP should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions (see model contract attached)

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC. Should an Offeror object to any of the terms and conditions of the AOC as contained in this Section, then the Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offeror's terms and conditions or

attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. All contracts for professional services are subject to the review by and approval of the AOC.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected Offerors and will not be deemed an opportunity to amend the Offerors proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978 Sections 13-1-83 and 13-1-85.

20. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The AOC reserve the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

22. Notice of Criminal Penalties

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kick-backs.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (email) and so any Offeror must have a valid email address to receive correspondence.

26. Contact Information

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement. Her contact information is listed below:

Procurement Manager/Senior Statewide Program Manager's Contact Information: Angela Peinado, Administrative Office of the Courts, 237 Don Gaspar Room 25, Santa Fe, NM 87501, Telephone (505) 827-4729, Facsimile (505) 827-4824, email: aocaxp@nmcourts.gov.

General Counsel's Contact Information: Celina Jones, Administrative Office of the Courts, 237 Don Gaspar Room 25, Santa Fe, NM 87501, Telephone (505) 827-4813, Facsimile (505) 827-4824, email: aoccaj@nmcourts.gov.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact *only* the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

PROPOSAL SUBMISSIONS

All proposals shall be communicated to: Angela Peinado, Administrative Office of the Courts, 237 Don Gaspar Room 25, Santa Fe, NM 87501. Proposals must be sent in electronic format by email to aocaxp@nmcourts.gov.

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

Offerors may submit more than one proposal. If submitting more than one proposal, then the Offeror shall identify each proposal as distinct from any other submission.

2. Proposal Submittal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN NOON MOUNTAIN DAYLIGHT TIME ON JUNE 24, 2014. Time is of the essence for submitting proposals; proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

All proposals must be typewritten on standard 8-½ x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and submitted electronically. Within each section of the proposal, Offerors shall address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Proposal Organization

The Offeror shall organize and index the proposal in the following format which must contain, at a minimum, all items listed in the sequence indicated:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications, including items listed in the Mandatory Specifications
- e) Campaign Contribution Form
- f) Response to AOC Terms and Conditions
- g) Offeror’s Additional Terms and Conditions
- h) Resumes
- i) References
- j) Other Supporting Material

1. Acknowledgement of Receipt of Proposal

A potential Offeror should email the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (see attachment) to have his or her organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated, and emailed to the *AOC Procurement Manager* by 12:00 noon. MDT on June 24, 2016.

Failure to return this form shall constitute a presumption of receipt and withdrawal from obtaining additional information on the procurement process. Thereafter, the Offeror will need to make a special request for any additional information on the RFP. The distribution list shall be used for the distribution of written responses to questions submitted and any RFP amendments issued.

2. Letter of Transmittal:

Each proposal must be accompanied by a Letter of Transmittal. The Letter of Transmittal must address the following:

- a) Identify the submitting organization or individual;
- b) Identify the name and title of the person authorized to contractually obligate the organization or individual;

- c) Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization or individual;
- d) Identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
- e) State the amount of funding requested from the AOC to operate during FY 2017, beginning July 1, 2016 through June 30, 2017;
- f) Explicitly indicate acceptance of the Conditions Governing the Procurement;;
- g) Acknowledge receipt of any and all amendments to this RFP; and
- h) Be signed in ink by the person authorized to contractually obligate the organization or individual.

3. Campaign Contribution Disclosure

A potential Offeror must submit with his/her response to this proposal the “Campaign Contribution Disclosure Form” that accompanies this document (see attachment).

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form (Attachment B) with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Contractor must disclose whether the prospective Contractor, a family member, or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Contractor signs the contract, if the aggregate total of contributions given by the prospective Contractor, a family member, or a representative of the prospective Contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.

SEQUENCE OF EVENTS

Issuance of RFP	May 25, 2016
Deadline for Response	June 24, 2016 at 12:00 noon
Campaign Contribution Form Deadline	June 24, 2016 at 12:00 noon
Deadline to Submit Written Questions	June 1, 2016 at 12:00 noon
Deadline to Written Questions	June 8, 2016 at 12:00 noon
Date of Evaluation	June 27, 2016
Preliminary Selection	June 27, 2016
Best and Final Proposals (if required)	June 28, 2016 at 3:00 p.m.
Contract Award	June 28, 2016

1. Issue of RFP

This RFP is being issued by the AOC. Additional copies of the RFP may be obtained from the Procurement Manager or viewed on the New Mexico Courts website at <http://www.nmcourts.gov/newface/rfp/index.php>.

EVALUATION

Process

A representative of the AOC will open the proposals immediately after the deadline and will record them in the proposal log. An Evaluation Committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by Offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the AOC in coordination with the JDC and is final. The AOC may contact the Offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the Evaluation Committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If Offerors are requested to submit best and final responses then they will have points recalculated based on the best and final response. The responsible Offeror whose proposal is most advantageous to the AOC in coordination with the JDC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The AOC in coordination with the JDC will send an email with the award letter to the successful Offeror and will send regret notifications to unsuccessful Offerors.

1. Notification of Finalists

The Procurement Manager will notify the finalist Offerors on May 31, 2016. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. All written responses must be received by AOC no later than 3:00 p.m. MDT on June 28, 2016.

3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on June 28, 2016. In the event that mutually-agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually-acceptable to the AOC and the successful Offeror(s) has been finalized.

4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 9:00 a.m. MDT on July 14, 2016. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager at the address as listed in *Basic Requirements and Submissions*, No. 26. Protests received after the deadline will not be accepted.

Criteria

SUMMARY OF EVALUATION POINT TABLE

The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

FACTOR	POINTS AVAILABLE
<p>I. <u>Program Quality</u></p> <p>Points will be awarded in this evaluation category based upon the response to program components, specifications stated herein, the quality of the program proposed, and the Offeror's plan and ability to deliver high-quality services beginning July 1, 2016. Evaluators shall ensure that all mandatory and business specifications and program elements are addressed and that each is explained in adequate detail, including the plan for communication with the Court and the AOC.</p>	40
<p>II. <u>Program Budget</u></p> <p>Points will be awarded in this evaluation category based upon the thoroughness of the proposed budget and administrative tasks required in the contract. Costs must include but are not limited to salaries and benefits of assigned professionals and support staff. <u>A detailed narrative must accompany the proposed budget justifying each line item in the budget.</u></p>	10
<p>III. <u>Program and Staff Experience</u></p> <p>Points will be awarded in this evaluation category based upon the Offeror's documented experience on similar projects and engagements, including work with the referring Courts. Points will also be awarded in this evaluation category based upon an evaluation of each proposed staff person's work history, experience, and qualifications, as these items relate to the person's role in the program and the needs of the contract, and recent letters of reference.</p>	10
<p>IV. <u>Written Presentation of Proposal</u></p>	30

Points for the written presentation will be awarded based upon an evaluation of the Offeror's ability to meet the requirements in this RFP for the proposal's format, narrative description of the services to be provided, processes and procedures established to comply with the requirements of the proposed contract, costs, and explanation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to the questions will be the principal criteria for this evaluation.

V. References

10

Points will be awarded based upon an evaluation of the Offeror's work for other or previous clients receiving services similar to those proposed by the Offeror in response to this RFP and addressed in the Offeror's *recent* letters of reference, and potential discussions by members of the Evaluation Committee with the individual references listed in Offeror's response.

Points will be awarded based upon an evaluation of the Offeror's work for other or previous clients receiving services similar to those proposed by the Offeror in response to this RFP and addressed in the Offeror's *recent* letters of reference, and potential discussions by members of the Evaluation Committee with the individual references listed in Offeror's response.

TOTAL POINTS

100

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS STATE ORGANIZATION TO OVERSEE THE COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAMS

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he has received a complete copy of this RFP, beginning with the title page and table of contents, and ending with Attachments.

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager no later than 3:00 p.m. MDT on May 31, 2016. Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the AOC's written responses to those questions, as well as any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

This name, e-mail address, and other contact information will be used for all correspondence related to this Request for Proposal. This organization or individual does/does not (**please circle one**) intend to respond to this Request for Proposals.

CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSAL AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007), any prospective Contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body

A prospective Contractor subject to this section shall disclose all campaign contributions given by the prospective Contractor or a family member or representative of the prospective Contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the Contractor signs the contract, if the aggregate total of contributions given by the prospective Contractor or a family member or representative of the prospective Contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182, if:

- 1) a prospective Contractor, a family member of the prospective Contractor, or a representative of the prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process, or,
- 2) a prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Contractor is submitting a response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a competitive proposal.

“Campaign contribution” means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election

campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law of (a) a prospective Contractor, if the prospective Contractor is a natural person; or (b) an owner of a prospective Contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective Contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

STATE OF NEW MEXICO

**ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July 2016, by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and XXX, hereinafter referred to as the "Contractor" for the purpose of overseeing, coordinating, and delivering training for the statewide Court Appointed Special Advocates (CASA) programs.

ADDRESS OF CONTRACTOR: XXX

PHONE NUMBER OF CONTRACTOR: XXX

E-mail Address: XXX

IT IS AGREED BETWEEN THE PARTIES:

I. Scope of Work.

The Contractor shall perform the following work:

A. Partner with the Administrative Office of the Courts:

1. Oversee and coordinate all activities of the local CASA programs in accordance to Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1, and applicable federal other state statutes, court rules, orders, or regulations;
2. Work with to understand the role of the state organization and role of the AOC.
3. Hire a director and staff the state organization to commit to quality assurance which encourages, inspires, and helps New Mexico local CASA programs to achieve their greatest potential and deliver high-quality advocacy on behalf of the children we serve, while recognizing diversity and the need for flexibility in the quality assurance system.
4. Propose a plan on how an evaluation will be done on local CASA programs and the state organization to identify growth and performance of programs; strengths, weaknesses, and opportunities; training needs; or technical assistance.
5. Analyze whether local CASA programs have established efficient, ethical, diverse, and effective governance and management policies and practices.
6. Ensure local CASA programs and state organization adheres to National and State CASA standards. Include plan on how to meet the National CASA quality assurance process.
7. Review with the AOC the four-year detailed plan with timelines on the development of a training curriculum for annual training of executive directors, CASA staff, and volunteers, and describe how the programs will be engaged (i.e. meetings, conferences, workgroups, etc.). Start to work year 1 of the training plan, including finalizing timelines for the fiscal year.
8. Review with the AOC the in-depth new CASA Director training curriculum plan;
9. Coordinate and provide guidance and, when appropriate, recommend activities for improvement to local CASA Programs.

10. Review with the AOC the four-year detailed plan with timelines on how to provide services to local CASA programs including, but not limited to: 1) support and provide technical assistance; 2) support new programs in development; 3) create opportunities for communication, networking, information sharing, and support for local CASA program staff; 4) disseminate current information regarding issues that affect their work, federal or state legislation, policy changes, trends in child welfare, court improvements, and court decisions; 5) increase awareness of local CASA programs work and the needs of children who are abused and neglected by providing information to targeted groups and to the public; 6) provide information and technical support to local CASA programs about resource development; and 7) evaluation of plan annually. Activities will require scheduling logistics, taking and disseminating meeting notes, managing and responding to emails and correspondence in a timely manner. Start to work year one of the plan, including finalizing timelines for the fiscal year.
11. Provide advocacy and education to the Court, Children, Youth, and Family Department, Legislatures, Community, and to other stakeholders on the local CASA programs.
12. Actively participate in meetings, conferences, workshops, and training as directed by the AOC.
13. Manage and reply to all emails, phone calls, and correspondence, including copying the AOC on all emails and correspondence;
14. Draft correspondence or documents at the request of the Chief Justice, Justices of the Supreme Court, or the AOC.
15. Schedule and meet monthly with the AOC and prepare quarterly (or as requested) detailed written status reports for submission to the AOC which may include statements of time spent on the project and descriptions of work performed at the request of the Court and/or the AOC by the 6th day following the quarter. Written status reports will include, at a minimum, project progress; problems encountered with recommended solutions, and requested project plan adjustments for local CASA programs and the state organization.
16. Participate in resource development for the local CASA programs, including exploring and initiating funding alternatives.
17. Review with the AOC the written strategic plan for four years that incorporates long and short term goals necessary for fulfilling the state organization's mission and goals. Start to work year 1 of the plan, including finalizing timelines for the fiscal year.
18. Review with the AOC the site visit plan for four years in order to conduct a comprehensive evaluation of the local CASA programs effectiveness and adherence to National, State, and local standards, policies, and procedures. Include which stakeholders will be included in order to get feedback and input on progress of local programs, as well as how the state organization is performing to meet the needs and goals of the CASA programs. Start to work year 1 of the plan, including finalizing timelines for the fiscal year.
19. Review with the AOC the written policies and procedures regarding collection and analysis of data from local CASA programs and the state organization. Include training plan for the system to be used. Also, include how to establish uniformity and consistency related to the following performance measures:
 - a. Number of children with CASA volunteers assigned
 - b. Number of cases with CASA volunteers assigned

- c. Percentage of children in custody with a CASA volunteer assigned
 - d. Number of active program volunteers
 - e. Average number of children assigned per volunteer
 - f. Number of volunteer hours provided
 - g. Demographic data on children served
 - h. Other measures that will assist in improving and highlighting activities
- Disseminate the information report and follow-up with concerns/issues to the AOC during the monthly meetings.
- 20. Cooperate with National CASA, all court staff and officers of the Court, and ensure the adequate performance of local CASA programs. Participate and engage local CASA programs regarding affiliation and reporting to National CASA.
 - 21. Review with the AOC the detailed year 1 written budget for services rendered and how funds will be disbursed, including staffing plan and how other funds will be used for program purposes (i.e. fundraising efforts, grants, etc.).
 - 22. Maintain good-standing membership with the National CASA Association by adhering to National CASA Standards for local programs, as well as that of the state organization.
 - 23. Work with the AOC to draft the FY 2018 and FY 2019 budget requests to fund existing and new initiatives for CASA. This also includes working with the AOC to develop a legislative plan with timelines to meet the deadlines set by the Judiciary's Budget Committee in putting together the Fiscal Years 2018 and 2019 Unified Budget requests. This may include making presentations before judicial, legislative, or executive committees or agencies; and
 - 24. Submit a detailed final annual report to the AOC no later than July 31, 2017, including recommendations for program improvements for FY 2018.
 - 25. Conduct comprehensive review of other states with local CASA programs to learn of their objectives, methodology for data gathering techniques, data reporting, costs staffing, and overall success.
 - 26. Obtain feedback (report back to the AOC) from judges to learn their views of the strengths and weaknesses of the state organization and local CASA programs, including their suggestions for improving the process.

B. Support CASA Programs to:

- 27. Provide training to all CASA program directors, as well as training and technical support to CASA staff and volunteers where appropriate as stated in A (6) above;
- 28. Conduct the in-depth new CASA Director training curriculum and deliver and assist new CASA programs in the start-up or redevelop processes in coordination with the AOC;
- 29. Conduct site visits to assess program strengths and challenges and to assess consistency with critical National CASA Association Standards for Local Programs. Site visits shall include meeting with appropriate judges and court staff for their feedback and input on the CASA programs being operated by their local provider. Site visit reports and recommendations will be provided to the CASA program director, the president of the local CASA program board of directors, the judge, and the AOC;
- 30. Develop and assist programs in achieving compliance with the National CASA Association Quality Assurance Self-Assessment process;

31. Collect data and submit quarterly reports to the AOC by the 10th day following the end of the quarter on the following performance measures:

1. Number of children with CASA volunteers assigned
2. Number of cases with CASA volunteers assigned
3. Percentage of children in custody with a CASA volunteer assigned
4. Number of active program volunteers
5. Average number of children assigned per volunteer
6. Number of volunteer hours provided
7. Demographic data on children served.

The Contractor shall provide an analysis of the performance measure numbers quarterly, in particular why the numbers would have increased, decreased, and the reasons therefore and send reports to all programs.

32. Contractor shall train the local providers on the methodology for the data collection, the expectations, and requirements for collecting consistent, uniform data. The Contractor shall be responsible for collecting and compiling the data on a quarterly basis and providing the data to the AOC.
33. Support and provide technical assistance.
34. Create opportunities for communication, networking, information sharing, and support for local CASA program staff. This also includes working with the programs to identify services and training that will strengthen and support existing or new CASA programs. All agendas shall be sent to the AOC a week prior to the event.
35. Disseminate current information regarding issues that affect their work, federal or state legislation, policy changes, trends in child welfare, court improvements, and court decisions;
36. Assist in increasing awareness of local CASA programs work and the needs of children who are abused and neglected by providing information to targeted groups and to the public;
37. Provide information and technical support to local CASA programs about resource development.
38. Prepare a Quarterly Data Report with explanations of increases or decreases, which report is due on the sixth (6th) day of the month following the end of the quarter;

C. Services will be performed within New Mexico.

2. Compensation.

A. The AOC shall pay to the Contractor in full payment for services satisfactorily performed at the rate of XXX (\$XXX) per month, such compensation not to exceed XXX (\$XXX), inclusive of gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement

being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the AOC finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT runs from July 1, 2016 until June 30, 2017 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

Termination Management. Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention, or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent Contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration, and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify, and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, Subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant, or Subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or Subcontractor under this

Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC: Angela Peinado, Administrative Office of the Courts 237 Don Gaspar – Room 25, Santa Fe, NM 87501; aocexp@nmcourts.gov.

To the Contractor: XXX

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS**

Arthur W. Pepin

Date: _____

CONTRACTOR – XXX

XXX

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: XXX

By: _____ Date: _____
Taxation and Revenue Department